defendant's failure to answer the complainant's accusing letter was not even an admission,[26] and hence could not be corroborative.

With regard to the third question, the necessary degree of corroboration, it is clear that evidence of facts reasonably consistent with either innocence or guilt on the part of the defendant is insufficient. Thus evidence of opportunity to commit the offense is not corroboration.[27] Hence, in the principal case, the fact that the complainant had been the defendant's housekeeper was properly held insufficient corroboration. On the other hand, the corroborative evidence need not be sufficient of itself to justify a verdict,[28] and circumstantial evidence may be enough.[29] It is submitted that the test of what constitutes corroborative evidence may be laid down thus: the evidence offered in corroboration must tend to create a reasonable suspicion of the guilt of the particular defendant, independent of the complainant's testimony, although it need not be sufficient of itself to support a verdict. On the basis of this test the decision in *Thomas* v. *Jones* [30] seems clearly sound. That the defendant called a doctor to attend the complainant, and that he refrained from inquiry as to the child's paternity, are as consistent with benevolence as with guilt. That he allowed the woman and her child to remain in his house for five weeks can hardly be regarded as creating a reasonable suspicion of guilt, independently of the complainant's story, in the absence of any evidence that the complainant had recovered from her confinement before the end of that period.

RECENT CASES

ADMIRALTY — SALVAGE — VOLUNTARY SERVICE — The libellants were English and Belgian soldiers who, in February, 1920, were at Murmansk in Russia on their way to join the White Army. At that time the Bolshevist forces gained control of Murmansk. The plaintiffs escaped by boarding a vessel, which was flying the White flag, and, after forcibly resisting Bolshevist attempts at capture, took the vessel to a neutral port and surrendered her to her owners. All this was done without the assistance and partly against the will of the vessel's crew. The plaintiffs seek salvage. *Held*, that salvage be awarded. *The Lomonosoff*, 37 T. L. R. 151 (P. D.).

It is settled law that services leading to salvage must have been rendered voluntarily and not as a matter of duty. *The Francis and Eliza*, 2 Dods. 115; *Governor Raffles*, 2 Dods. 14. But the plaintiffs in the principal case may well be considered volunteers on the ground that what they did far exceeded their duty as soldiers. See *The Two Friends*, 1 C. Rob. 272; *The Cargo ex Ulysses*, 13 P. D. 205. A better objection was raised by the defense, namely, that the plaintiffs were not volunteers because they were acting to save their own lives. The court found that another way of escape was open, but it intimated that that was not essential to make the plaintiffs volunteers. However, the case

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[26] Wiedeman *v.* Walpole, [1891] 2 Q. B. 534.

[27] Burbury *v.* Jackson, [1917] 1 K. B. 16; State *v.* Scott, 28 Ore. 331, 42 Pac. 1 (1895). But see Cole *v.* Manning, 2 Q. B. D. 611 (1877).

[28] Ransone *v.* Christian, 56 Ga. 351 (1876).

[29] People *v.* De Nigris, 157 App. Div. 798, 142 N. Y. Supp. 620 (1913).

[30] [1921] 1 K. B. 22.

cited to support the latter proposition is inadequate. See *Le Jonet*, L. R. 3 Ad. & Eccles. 556. As to the danger from which the ship was rescued, in view of what is known of Bolshevist treatment of captured ships, it is clear that the facts warranted an award of salvage. It is not necessary that the ship be rescued from the power of a nation acting under the recognized rules of war. *Talbot* v. *Seeman*, 1 Cranch, 1; *Kennedy* v. *Ricker*, 14 Fed. Cas. No. 7705.

BILLS AND NOTES — DEFENSES — ALTERATION — PART PAYMENT WITH KNOWLEDGE OF DEFENSE. — The defendant was maker and payee of a note which he indorsed in blank. Subsequent to delivery an alteration was made in the date. The plaintiff became the holder of the note but not in due course. The defendant with knowledge of the alteration made a part payment thereon. In a suit on the instrument defendant tried to set up the defense of alteration. *Held*, that he cannot do so. *Green* v. *Harsh*, 86 So. 392 (Ala.) 1920.

At common law ratification of an alteration is equivalent to original authorization and is binding even if given without consideration. *Goodspeed* v. *Cutler*, 75 Ill. 534; *Humphreys* v. *Guillow*, 13 N. H. 385; *Matson* v. *Jarvis*, 133 S. W. 941. And ratification may be gathered from any words or conduct tending to prove its existence. *Canon* v. *Grigsley*, 116 Ill. 151; *Humphreys* v. *Guillow*, *supra*. The situation in most cases of alteration is not one lending itself to ratification. The courts evidently use the term to mean acquiescence or approval. On principle it would seem that such subsequent approval should not be binding unless it is given for consideration or is instrumental in producing a change of position. See 2 WILLISTON, CONTRACTS, § 1145; *cf. Ford* v. *Ott*, 173 N. W. 121. Under section 124 of the Negotiable Instruments Law assent to an alteration by a party bars him from setting up the plea of alteration. That law, however, fails to define what constitutes assent. It is natural therefore to find the courts applying the prevailing common-law view on the matter. Thus it has been held that assent under the new law is sufficient without consideration. *Holyfield* v. *Herrington*, 84 Kan. 760, 115 Pac. 546. It has also been held that payment of interest accruing on an altered instrument with knowledge of the alteration is enough ground for inferring assent. *Farmers', etc. Bank* v. *Pahvant Valley Land Co.*, 50 Utah, 35, 165 Pac. 462. And the principal case is in line in holding that the same inference may be drawn from part payment made under similar circumstances.

BILLS AND NOTES — DEFENSES — FRAUD — RECOVERY BY INDORSEE WITH NOTICE OF VALUE OF CONSIDERATION RECEIVED BY MAKER. — The plaintiff, as indorsee, sues the defendant, as maker of a promissory note. As a result of the payee's fraud, of which the plaintiff had notice, the defendant received only a part of the stipulated consideration. *Held*, that the plaintiff recover to the extent of the value actually received by the defendant. *Depres, Bridges & Noel* v. *Galloway*, 224 S. W. 998 (Mo. App.).

It is clear that fraud is ordinarily a defense to a negotiable instrument. *Mead* v. *Bunn*, 32 N. Y. 275. See NEGOTIABLE INSTRUMENTS LAW, §§ 55, 58; 1909 MO. REV. STAT., c. 86, §§ 10025, 10028. But by the law of contracts the defrauded person is accountable for the value of the consideration that he retains in case he sues the defrauder. *Burrill* v. *Stevens*, 73 Me. 395; *Ladd* v. *Moore*, 3 Sandf. (N. Y.) 589. So it would seem not an unfair extension of the law to allow the defrauder a quasi-contractual action for such consideration, and hence the payee in the principal case, had he been denied recovery on the note, should be entitled to recover the value of the consideration actually given. Whether an indorsement of a note amounts to an assignment of the debt is left uncertain by the Negotiable Instruments Law. See NEGOTIABLE INSTRUMENTS LAW, § 30; 1909 MO. REV. STAT., c. 86, § 10001. But one court at least has held that it does. *Goldman* v. *Murray*, 164 Cal. 419, 129 Pac.